

## MEMORANDUM OF UNDERSTANDING

between  
U.S. Department of the Interior  
Office of Aircraft Services

and  
U.S. Department of Agriculture  
Forest Service

### I. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to manage combined aviation services support functions as a coordinated and cooperative effort.

### II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

The U.S. Department of Agriculture - Forest Service (FS) and the U.S. Department of the Interior - Office of Aircraft Services (OAS) both utilize substantial contract, rental, and fleet aviation services in resource management programs. Each agency has a requirement for technical and administrative aviation expertise to support their programs and field offices.

Both agency's national aviation service organizations are located at the National Interagency Fire Center at Boise, Idaho, which complements the mutual use of resources. Considerable interagency cooperation in resource activities occurs between the agencies and common standards for program activities are necessary. There have been successful cooperative aviation and contracting activities between the two agencies which demonstrate the viability to expand and formalize the collective use of both agency's aviation services resources.

In areas where cooperative use of interagency resources is practical, shared functions will be jointly managed.

### III. OBJECTIVES AND PROCEDURES:

The MOU supports National Performance Review objectives to share resources, reduce red tape, and standardize operations.

The objective is to achieve mutual planning of anticipated workloads, shared use of available technical personnel, aviation related administrative processes, and other resources to provide effective aviation and contracting management service to both organizations at a reduced cost to each. It is also an objective to develop common standards in all aviation program areas for solicitations, training, safety of operations, shared use of resources, and other areas benefiting both Departments.

### IV. THE PARTIES SHALL:

- A. Share Program Coordination: The agencies agree to cooperatively support each others aviation management and services requirements in a manner that complements efficiency,

standardization, safety, and cost effectiveness.

Each office will remain responsible and accountable for its individual agency program responsibilities and agrees to coordinate and organize the available skilled personnel and resources to balance workload and standardize processes.

The Director, OAS, and the FS Director of Aviation and Fire Management and Director of Procurement and Property will coordinate a management team to cooperatively manage the cooperative concept and are authorized to give full faith and credit to each others proceedings as necessary.

- B. Develop an Operation Plan: The Directors will develop and approve an operational procedure plan which will define the processes, commitments, and financial aspects for each fiscal year. Administrative and operational systems and processes in each agency will be synchronized as necessary. Personnel from one agency may work on another agency project as defined in the plan.
- C. Establish Staffing and Funding: Each agency will establish staffing and funding within its own departmental guidance and budget authorizations. Since the objective is to seek maximum cooperation and standardization, both non-reimbursable and reimbursable arrangements may result. Any activities involving reimbursement or the contribution of funds between the parties shall be documented in separate agreements per Section IV, Clause F.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD:

- A. Termination: Either party, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
- B. Participate In Similar Activities: This instrument in no way restricts either party from participating in similar activities with other public or private agencies, organization, and individuals.
- C. Restriction for Delegates: Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.
- D. Completion Date: This instrument is executed as of the last date shown below and expires on September 30, 1999, at which time it will be subject to review, renewal, or expiration.
- E. Principal Contacts: The principal contacts for this instrument are:

Director  
USDI Office of Aircraft Services  
P.O. Box 15428  
2350 Robinson Road  
Boise, ID 83715-5750  
(208) 387-5750

Director of Fire and Aviation Management; and  
Director of Procurement and Property

USDA Forest Service  
201 14th Street, SW  
Washington, DC 20250  
(202) 205-0808  
(202) 235-8007

- F. Non-Fund Obligor Document: This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
- G. Modification: Modifications within the scope of this instrument shall be made by the issuance of a bilaterally executed modification prior to any changes being performed.

/s/ David Unger  
for Jack Ward Thomas  
Chief, USDA  
U.S. Forest Service  
Date: February 28, 1996

/s/ Bonnie R. Cohen  
Bonnie R. Cohen  
Assistant Secretary  
USDI Policy, Management, and Budget  
Date: March 1, 1996